



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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First District

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February 19, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF LANDSCAPE MAINTENANCE SERVICES AGREEMENT
WITH DESERT HAVEN ENTERPRISES, INC.**
(5th District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign a renewal agreement with Desert Haven Enterprises, Inc. (Desert Haven) for the provision of landscape maintenance services at High Desert Health System, effective upon Board approval through February 28, 2009, at an estimated total net contract cost of \$664,565 for the five-year contract term.
2. Make a finding that the landscape maintenance services, as described herein, continue to be performed at fair market value in accordance with Welfare and Institutions (W&I) Code, Section 19404.
3. Authorize the Director, or his designee, to execute and approve Change Notices which may delete facilities, hours, or staffing and which may result in a decrease of the contract sum. Such Change Notices will be subject to review and approval by County Counsel and the Chief Administrative Office, and notification will be made to the Board.
4. Authorize the Director of Health Services, or his designee, to approve cost-of-living adjustments (COLA), at the Director's discretion, not to exceed (3) three percent for each contract year. Such adjustment, if recommended for approval, will be subject to review and approval by County Counsel and the Chief Administrative Office, and notification will be made to the Board.

5. Authorize the Director of Health Services, or his designee, to extend the five-year agreement term on a month-to-month basis for up to six months beyond the stated expiration date if extension of the term is in the best interest of the County and is upon written mutual agreement of the parties.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

In approving these actions, the Board is authorizing the Director or his designee to sign a renewal agreement with Desert Haven Enterprise, Inc. (Desert Haven) for the continued provision of landscape maintenance services at High Desert Health System. The existing contract expires on February 29, 2004.

The Department of Health Services (DHS or Department) has contracted with Desert Haven for landscape maintenance services since 1981 at High Desert Hospital, now High Desert Health System, under the authority of W&I Sections 19403 and 19404. The W&I authorizes governmental units, including counties, to purchase services from private or non-profit corporations which operate workshops for the handicapped without requiring advertising or calling for bids, provided the services meet the specifications and needs of the purchasing agency and are purchased at a fair market price.

DHS has determined that the rates for landscape maintenance services provided by Desert Haven are at a fair market price and operationally feasible. To determine the fair market value of the services, DHS requested Desert Haven to submit a bid package. Using Auditor-Controller's guidelines, DHS prepared a cost analysis using a Comparison of Estimated Avoidable Cost to the cost of contracting. DHS took into account prices paid by the County under similar contracts entered into competitively.

Current County policy and guidelines require the timely submission of contracts for Board approval. However, the agreement was not placed on the Board's agenda three weeks prior to its effective date due to prolonged negotiations with the contractor.

FISCAL IMPACT/FINANCING:

The total estimated net County cost for the provision of landscape maintenance services over the five-year period is \$664,565. When compared to the estimated County service delivery costs of \$1,199,880 over the same period, savings are projected to be \$535,315.

Any COLA authorized by the Department will be subject to review and approval by County Counsel and the Chief Administrative Office, and notification will be made to the Board, and will be based on the lesser of: (1) the general salary movement granted to County employees as of July 1 for the preceding twelve month period, or (2) the change in the Consumer Price Index for all Urban Consumers in Los Angeles-Anaheim-Riverside, capped at 3% per year.

The necessary funding for landscape maintenance services at High Desert Health System is included in the DHS Fiscal Year 2003-04 Adopted Budget, and will be requested as a continuing appropriation in subsequent fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Landscape maintenance services include, for example: the maintenance of turf, ground cover, shrubs and trees, renovation of turf and ground cover areas; the pruning of trees and shrubs; the provision of weed, disease, pest and rodent control; and the operation and maintenance of irrigation systems.

The term of the agreement with Desert Haven will commence upon Board approval and remain in effect through February 28, 2009, with a provision to extend the five-year agreement term on a month-to-month basis for up to six months beyond the stated expiration date. The agreement includes provisions for termination by the County upon 30 days advance written notice to the contractor.

Desert Haven is a school for handicapped persons which has provided training for such persons in the Antelope Valley for a number of years.

The agreement also includes provisions for: (1) the consideration of GAIN/GROW program participants for employment by the contractor should additional or replacement personnel be required by the contractor during the term of the agreement, (2) the new standard provisions for the Child Support Compliance Program, (3) the contractor's exclusion from participation in a Federally funded program, (4) the notice to employees regarding the Federal Earned Income Credit, (5) Contractor Responsibility and Debarment, (6) Jury Service Program, (7) HIPAA requirements, (8) No Payment for Services Following Expiration of Contract, (9) Safely Surrendered Baby Law, and (10) Indemnification and Insurance provisions approved by CAO Risk Management.

The Chief Executive Officer of facility or his designee will be responsible for day-to-day contract administration. Contract monitoring functions will be performed by the centralized Contract Monitoring Division.

Attachments A and B provide additional information.

The attached agreement (Exhibit I) with Desert Haven has been approved as to use and form by County Counsel.

CONTRACTING PROCESS:

W&I Section 19404 authorizes governmental units, including counties, to purchase services from private or public non-profit corporations operating community rehabilitation programs serving persons with disabilities without advertising or calling for bids.

The vendor was selected without regard to race, creed or color.

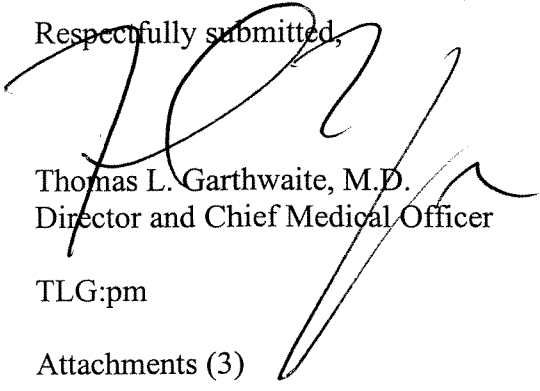
IMPACT ON CURRENT SERVICES:

Approval of the agreement will assure continued provision of necessary landscape maintenance services at High Desert Health System.

The Honorable Board of Supervisors
February 19, 2004
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pm

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

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SUMMARY OF AGREEMENT

1. **TYPE OF SERVICE:**

The provision of landscape maintenance services at High Desert Health System.

2. **AGENCY NAME/ADDRESS/CONTACT PERSON:**

Desert Haven Enterprises, Inc.
43437 Copeland Circle
Lancaster, CA 93534
Contact: Jenni Moran, Executive Director
Phone: (661) 948-8402
Fax: (661) 948-1080

3. **TERM:**

The agreement will become effective upon Board of Supervisor's approval and continue through February 28, 2009, with a provision to extend the five-year agreement term on a month-to-month basis for up to six months beyond the stated expiration date. The agreement includes provisions for termination by the County upon 30 days advance written notice to the contractor.

4. **FINANCIAL INFORMATION:**

The maximum first year annual contract cost will be \$132,913. The estimated total net County costs over the projected five-year term is \$664,565.

5. **SERVICE INFORMATION:**

The agreement is for the provision of landscape maintenance services at High Desert Health System.

6. **ACCOUNTABLE FOR CONTRACT MONITORING:**

The Chief Executive Officer of facility or his designee will be responsible for day-to-day contract administration. Contract monitoring functions will be performed by the centralized Contract Monitoring Division.

7. **APPROVALS:**

High Desert Health System: Beryl Brooks, Chief Executive Officer

Contracts and Grants Division: Diana Sayler, Interim Chief

County Counsel (approval as to form): Christina A. Salseda, Deputy County Counsel

**DEPARTMENT OF HEALTH SERVICES
LANDSCAPE MAINTENANCE SERVICES AT HIGH DESERT HEALTH SYSTEM**

**FIRST YEAR COMPARISON
OF ESTIMATED AVOIDABLE COST
TO THE COST OF CONTRACTING**

COUNTY

DIRECT		COST INCREASE (DECREASE) FROM CONTRACTING
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Salaries	\$124,860	
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Employee Benefits	\$74,284	
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Total Labor	\$199,144	
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Services & Supplies	\$40,832	
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Other (Equipment)	\$0	
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TOTAL DIRECT COSTS	\$239,976	
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INDIRECT COSTS

Total Overhead	\$0	
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Avoidable Overhead	\$0	
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TOTAL AVOIDABLE COST		\$239,976
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CONTRACTOR

DIRECT

Contract Cost	\$132,913	
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Other	\$0	
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TOTAL DIRECT COST	\$132,913	
-------------------	-----------	--

INDIRECT COSTS

Employee Retraining	\$0	
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Contract Monitoring	\$0	
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Other (Specify)	\$0	
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TOTAL INDIRECT COST	\$0	
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FIRST YEAR CONTRACT COST	\$132,913	\$132,913
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ESTIMATED SAVINGS FROM CONTRACTING FOR THE FIRST YEAR		\$107,063
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CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DESERT HAVEN ENTERPRISES, INC.

FOR

LANDSCAPE MAINTENANCE SERVICES

AT

HIGH DESERT HEALTH SYSTEM

AGREECD1896.PEM

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CONTRACT PROVISIONS

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Contract # _____

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement is made and entered into this _____ day
of _____, 2004,

by and between the

COUNTY OF LOS ANGELES (hereafter
"County"),

and

Desert Haven Enterprises, Inc.
(hereafter "Contractor").

RECITALS

WHEREAS, County is authorized by Welfare and Institutions Code Sections 19403 and 19404 et seq. to contract with private or public non-profit corporations serving individuals with disabilities, and

WHEREAS, Contractor is willing to provide landscape maintenance services at County's Department of Health Services (hereafter "DHS"), High Desert Health System located at 44900 N. 60th Street West, Lancaster, California 93536 (hereafter "Medical Center"); in accordance with the terms and conditions drescribed herein; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 26227, and California Health and Safety Code Section 1441, and otherwise.

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing landscape maintenance services as described hereunder.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 TERM OF CONTRACT

- 1.1 The term of this Agreement shall commence upon Board approval and shall continue in full force and effect through, February 28, 2009, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 1.2 The term of this Agreement may be extended by Director beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six months, upon the mutual agreement of the parties. All provisions of this Contract are effective on the date the term commences and shall remain in effect for the duration of the extension. Completion for work performed during the extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month. Contractor shall be compensated according to the same payment provisions and same rate(s) specified for the fifth year of the Agreement for Routine Landscape Maintenance Services, Seasonal/Periodic Landscape Maintenance Services, and Other Work.
- 1.3 If Director and Contractor mutually fail to agree to extend this Contract on a month-to-month basis as of the expiration date set fourth in Sub-paragraph 1.2 above, then this Contract shall expire on February 28, 2009, unless sooner terminated.
- 1.4 County may, in its sole discretion, suspend Contractor's performance of services under this Agreement, in whole or in part, by giving a thirty (30) day advance written notice to Contractor. County's notice shall be set forth the extent of the suspension including, but not limited to, the specific services which shall be suspended, the date upon which the suspension shall become effective, and the conditions and requirements for restoration of Contractor's performance obligations hereunder. Contractor shall fully comply with County's notice of suspension. Contractor shall not perform those services specified by County for suspension, and Contractor shall have no claim whatsoever against County for any such services.

- 1.5 In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

2.0 CONTRACT SUM

The maximum yearly obligation of County for Contractor's performance of this Agreement shall not exceed One Hundred Thirty Two Thousand, Nine Hundred and Thirteen Dollars (\$132,913).

2.1 INVOICES AND PAYMENTS

- 2.1.1 For all services hereunder, Contractor shall bill County monthly, in arrears, in accordance with the fees set forth in *Exhibit B*, attached hereto, on billing forms approved by the County. All billings shall include required certification and shall clearly reflect and provide reasonable detail of the services for which claim is made. County shall pay Contractor within thirty (30) days following receipt of a complete and correct billing, as determined by County.
- 2.1.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 2.1.3 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Contract Line Item Budget*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 2.1.4 Fixed Contract Year Line Item Budget Requirements: This Contract contains a Fixed Contract Year Line Item Budget for the first (12) twelve-month period of the contract term. Such Fixed Contract Year Line Item Budget is set forth on Contractor's First-Year Line Item Budget, *Exhibit B Contract Line Item Budget*. *Exhibit B* contains the proposed Annual Fixed Reimbursement Amount as defined in Paragraph 2.1.5 which: (1) shall be fixed and guaranteed for each successive (12) twelve-month period of the contract term beginning on the date of commencement of services (hereafter "Contract Year"), and (2) shall not include adjustments for inflation for the second and subsequent Contract Years, other than those adjustment procedures described in *Paragraph 2.1.11, Cost of Living Adjustments*. The Annual Fixed Reimbursement Amount shall include all costs related to routine landscape maintenance to be paid by County to Contractor. The Annual Fixed Reimbursement Amount shall contain all reimbursable costs to be paid by County to Contractor for all routine landscape services as identified in *Exhibit A, Statement of Work, Paragraph 4.0*. In addition to the Annual Fixed Reimbursement Amount the line item budget shall also contain the total maximum cost for seasonal/periodic/other services.

2.1.5 Annual Fixed Reimbursement Amount and Basic Monthly Charge:

The Annual Fixed Reimbursement Amount is the fixed and guaranteed contract price which shall be based on the total costs for providing all routine landscape maintenance services described in *Exhibit A, Scope of Work, Paragraph 4.0*. The proposed monthly charge per calendar month to County for all routine landscape maintenance services shall be calculated by dividing Contractor's Annual Fixed Reimbursement Amount by (12) twelve. This monthly charge shall be referred to as the Basic Monthly Charge. The Annual Fixed Reimbursement Amount (less depreciation, any equipment installation costs, and start-up costs) may be adjusted by County at the end of each Contract Year, as indicated in *Paragraph 2.1.11, Cost of Living Adjustments*.

2.1.6 Reimbursement for Seasonal/Periodic Landscape Maintenance

Services: Contractor shall notify the Contract Coordinator a minimum of five (5) business days prior to commencement of any Seasonal/Periodic Landscape Maintenance Services.

Reimbursement for Seasonal/Periodic Landscape Maintenance Services shall be made subsequent to receipt of a complete and correct itemized billing, as required by County, in addition to evidence of County pre-approval of services performed. The Annual maximum cost for seasonal/periodic/other services (less depreciation, any equipment installation costs, and start-up costs) may be adjusted by County at the end of each Contract Year, as indicated in *Paragraph 2.1.11, Cost of Living Adjustments*.

2.1.7 Unsatisfactory Performance Deductions from the Basic Monthly

Charge: During any calendar month in which the Acceptable Quality Level is not met and Contractor's performance is deemed unsatisfactory in any of the service areas listed in *Exhibit A, Statement of Work*, County may, in its sole discretion, make

unsatisfactory performance deductions from the Basic Monthly Charge as specified in *Exhibit A, Statement of Work, Paragraph 9.0 Quality Assurance Plan*.

- 2.1.8 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 2.1.9 All invoices under this Contract shall be submitted in two (2) copies to the appropriate County facility as referenced in the *Statement of Work, Exhibit A*, at the address provided by the County Project Manager.
- 2.1.10 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.
- 2.1.11 **Cost of Living Adjustments (COLA's):** The contract (Annual Fixed Reimbursement Amount, and the and cost per frequency for seasonal/periodic/other services) amount may be adjusted annually, at the County's sole discretion, for inflation at the end of each Contract Year for the following Contract Year based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the agreement anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed

the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. In no event shall the Contract Year Budget adjustment exceed three (3) percent. The adjusted Annual Fixed Reimbursement Amount shall be used to determine the new Basic Monthly charge for such new Contract Year for routine landscape maintenance services provided. Percentage changes in the specified index shall not be applied to start-up costs, equipment installation costs, and depreciation expense, if any. The adjusted Contractor's Line Item Budget as described above shall result in a new Contract Year Budget which shall include a new Annual Fixed Reimbursement Amount and a revised cost per frequency maximum cost for Seasonal/Periodic/Other Landscape Maintenance Services for the new Contract Year. The new Annual Fixed Reimbursement Amount/Basic Monthly Charge shall be fixed and guaranteed for such new Contract Year.

If Contractor's labor budget increases by a percentage greater than the percentage change in the CPI-U due to an increase in the applicable Minimum Wage Law, the actual amount of the increased labor budget due to the change in the Minimum Wage Law may be used instead of the change in the CPI-U to determine that portion of the labor cost in Contractor's Contract Year Budget. The actual increase will be added to only that portion of the base salaries affected by the Minimum Wage Law change. The remaining portion of the labor costs will be calculated by using the CPI-U or average movement in general County salaries as described hereinabove. All other calculations shall be performed as described above.

Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Inflation Adjustment and Contractor's future contract year budgets must be requested in writing 30 days prior to the end of each contract year for the following contract year.

2.2 PREVAILING WAGE:

- 2.2.1 The Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by the County. The current prevailing wage rates are reflected in *Technical Exhibit 4*.
- 2.2.2 Contractor, its subcontractor(s), agents and employees shall pay no less than the prevailing wage rate established by the State Department of Industrial Relations to those workers who perform work which is subject to the prevailing wage requirement pursuant to Section 1775, State of California Labor Code.
- 2.2.3 Contractor shall post at each job site, a copy of the determination of the prevailing rate of per diem wages for the craft or type of worker covered by the prevailing wage requirement needed to execute such services and shall certify to County in writing that the posting of the copy of the determination required by California Labor Code Section 1773.2 has been completed.
- 2.2.4 Contractor shall collect, maintain and submit on a monthly basis to DHS, *Technical Exhibit 5*, Public Works Payroll Reporting Form for each covered worker who performs such services, attached hereto and incorporated herein by reference.
- 2.2.5 Contractor, its subcontractors, agents, and employees shall comply with California Labor Code Section 1777.5 with respect to employment of apprentices.

2.2.6 Contractor, its subcontractors, agents, and employees are directed to the requirements of the California Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for the covered workers and neither Contractor nor any subcontractors hereunder shall require or permit any covered worker to perform any of such services for more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week except as authorized by California Labor Code Section 1815. For each violation of the provisions of California Labor Code Sections 1811 through 1815, Contractor shall forfeit to County the penalty set forth therein.

2.2.7 Contractor shall execute and deliver to DHS the following certification: "I am aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code before commencing the performance of the work of this contract.

3.0 SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

3.1 Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and full compliance with the provisions of this Contract.

3.2 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.

- 3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O and P are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

EXHIBIT A -	Statement of Work
EXHIBIT B -	Contract Line Item Budget
EXHIBIT C -	Contractor's Schedule
EXHIBIT D -	Contractor's EEO Certification
EXHIBIT E -	County's Administration
EXHIBIT F -	Contractor's Administration
EXHIBIT G -	Safely Surrendered Baby Law
EXHIBIT H -	Child Support Compliance Program Certification
EXHIBIT I -	Familiarity with the County Lobbyist Ordinance
EXHIBIT J -	Attestation of Willingness to Consider Gain/Grow Participants
EXHIBIT K -	Federally Funded Health Care Program Affidavit
EXHIBIT L -	Equipment List
EXHIBIT M -	Facility Map
EXHIBIT N -	Employee's Acknowledgment of Employer
EXHIBIT O -	Determination of Contractor Non-Responsibility and Contractor Debarment Ordinance
EXHIBIT P -	Contractor Employee Jury Service

- 4.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to *Sub-paragraph 8.4 - Change Notices and Amendments* and signed by both parties.

5.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 5.1 **Agreement/Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Exhibit A*.
- 5.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 5.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 5.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 5.5 **Employees/Contractor's Staff:** All personnel employed by the Contractor including persons with disabilities providing services at County facility.
- 5.6 **County Project Manager/Facility Designee:** Person designated by County's Project Director to manage the operations under this Contract. This position may also be assigned as the County Contract Project Monitor.
- 5.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 5.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Director

Director of DHS, or his duly authorized designee (hereafter collectively referred to as "Director"), shall have the authority to administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. This general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under this Agreement, including, but not limited to, the obligations (1) to perform its professional services according to customary quality of care standards in the community and under this Agreement, and (2) to defend County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such quality of care standards. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor.

6.2 County's Project Manager/Facility Designee

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The County's Project Monitor reports to the County's Project Manager. The County's Project Monitor on occasion have the same duties as the County's Project Monitor.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in *Exhibit F*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.4.4 Disqualification, if any, of Contractor staff, pursuant to this *Sub-paragraph 7.4*, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Staff Performance While Under the Influence

Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair his/her physical or mental performance.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director of Health Services. Any unapproved assignment or delegation shall be null and void. Any payments by the Department to any approved delegate or assignee on any claim under this Contract shall be deductible, at Department's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Department's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 For any change to any term or condition included under this Contract, an amendment to this Agreement shall be prepared and executed by the Board of Supervisors and Contractor, except for the following:

- 8.4.1.2 Director or his authorized designee, is authorized to execute and approve Change Notices which may delete facilities, hours, staffing or unexpected expenses, which may result in a Contract Sum decrease. Such Change Notices shall be subject to review and approval of County Counsel, Chief Administrative Office and notification to the Board.
- 8.4.1.3 Director or his authorized designee, is authorized to execute and approve Cost of Living Adjustments pursuant to the terms and conditions of *Paragraph 2.1.11, Cost of Living Adjustments*.
- 8.4.2 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director or his designee.
- 8.4.3 The Director, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 1.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.4 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.5 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under

the Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

8.13 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory

exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8.14 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that health care facilities maintained by County provide care essential to the residence of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach of Contractor for which County may immediately terminate this Agreement.

8.15 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.15.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.15.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

8.15.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.15.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit

- 3.5 Contractor will provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor's recommendation for each application (site specific) shall be provided to monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
- 3.6 All chemicals requiring a special permit for use must be registered, and a permit obtained from County Agricultural Commissioner's Office. An approved copy of permit shall be submitted to County Contract Project Monitor five (5) days prior to intended chemical usage.
- 3.7 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
- 3.8 Contractor shall apply chemicals when air currents are still, preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 3.9 Contractor shall give County Contract Project Monitor twenty-four (24) hour notification of use of chemicals for landscape areas.

4.0 ROUTINE LANDSCAPE MAINTENANCE SERVICES

Billing and Payment: For Routine Landscape Maintenance Services provided under this Contract, Contractor shall bill County the applicable Basic Monthly Charge, in arrears, in accordance with the fees set forth in Exhibit B, attached hereto, on billing forms approved by the County. Contractor shall submit to County on a monthly basis an itemized billing, indicating all Routine Landscape Maintenance Services performed by function during the calendar month immediately preceding the month in which the billing is submitted.

4.1 MOWING:

- 4.1.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- 4.1.2 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.
- 4.1.3 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- 4.1.4 Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions.
- 4.1.5 Mowing operation shall be on a schedule that is acceptable to the Director/Designee.
- 4.1.6 All grass clippings shall be collected and removed from the site on the same day the area is mowed, unless directed otherwise in writing by County Contract Project Monitor.
- 4.1.7 Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.

4.1.8 Mowing of turf at the facility shall be completed in one operation.

4.1.9 Mowing Site Inspection and Reporting:

4.1.9.1 Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible Contractor employee who will determine the practicality of initiating the operation. Letter shall not be shredded by mowers, glass bottles shall not be driven over and broken, and excessively wet turf areas shall not be driven across. Damaged sprinkler heads and valve box covers shall be immediately responded to by the Contractor.

4.1.9.2 If a mowing operation cannot be completed thoroughly within the designated time frame, the County Contract Project Monitor shall be immediately notified through the Contractor's communication network.

4.1.10 Mowing - Frequency:

All turf areas shall be mowed no less than once every week, or as needed, for a total mowing frequency of 52. The Contractor may choose to provide additional mowing frequencies at no additional cost to the County.

4.2 AERIFICATION:

Aerate all turf areas by using a device that removes one-half inch cores to a depth of two inches and not more than six inch spacing. Turf aerification shall be accomplished during the period of April through November.

4.2.1. Aerification - Frequency

Aerify turf one time per year.

4.3 EDGING:

- 4.3.1 Contractor shall maintain all groundcover areas contiguous to turf areas "neatly" edged with all grass invasions eliminated.
- 4.3.2 All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.
- 4.3.3 All turf edges, including but not limited to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, shall be edged to a neat and uniform line at all times.
- 4.3.4 All turf edges shall be trimmed or limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.
- 4.3.5 Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.
- 4.3.6 Clearance: Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunks of trees and away from the dripline of shrubs by use of approved chemicals, manual or mechanical devices.
- 4.3.7 Mechanical Edging: Mechanical edging shall be completed as one (1) operation in a manner that ensures a well defined edge. All walkways shall be edged with a power blade edger.

4.3.7.1 Mechanical edging of turf shall be performed 26 times per year; once every other week.

4.3.7.2 Mechanical edging of groundcover shall be performed 26 times per year, once every other week.

4.3.8 Chemical Edging:

4.3.8.1 Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift. Precautionary measures shall be employed since all areas will be open for public access during application.

4.3.8.2 Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width shall be considered normal.

4.3.8.3 Chemical detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location, and/or a clean appearance. A six (6) inch barrier width shall be considered normal.

4.3.8.4 Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least 18 inches from the trunks of trees and away from the drip line of shrubs by use of approved chemicals.

- 4.3.8.5 Water shall not be applied to treated areas for 48 hours after each application or as directed by manufacturer's recommendation.
- 4.3.8.6 Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If kill is not completed by the time specified in the manufacturer's recommendation, a second application, at no additional cost to County, shall be made.
- 4.3.8.7 After complete kill, all dead weeds shall be removed from the area by the Contractor.
- 4.3.9 Chemical Edging Detailing - Frequency:
 - 4.3.9.1 Chemical turf detailing around trees, turf boundaries and various irrigation components; once every two months, or as stated.
 - 4.3.9.2 Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides; once each month.
- 4.3.10 Chemical Application - Site Inspection and Reporting:
 - 4.3.10.1 Prior to proceeding with any chemical application, the site shall be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
 - 4.3.10.2 If an operation cannot be thoroughly completed within the designated time frame, the Department shall be immediately notified through the Contractor's communication network.

4.4 LITTER CONTROL:

- 4.4.1 Complete policing and litter pick-up to remove paper, glass, trash, undesirable materials, siltation and other accumulated debris within the hard surfaces, and landscaped areas to be maintained including, but not limited to, walkways, between and around planted areas, drains, parking lots, steps, planters, drains and catch basins shall be accomplished to ensure a neat appearance.
- 4.4.2 Complete policing, litter pick-up, supplemental hand sweeping of parking space gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.
- 4.4.3 Contractor shall be required to remove all trash, clippings, and any other debris which results from its maintenance services and provide for its disposal on a daily basis.
- 4.4.4 Litter Control - Frequency:
Litter control shall be performed daily by 7:30 a.m., Monday through Friday.

4.5 WEED CONTROL:

- 4.5.1 Contractor shall eradicate weeds from turf and cultivated and non-cultivated areas. This will include per-emergent and/or post-emergent chemical applications to turf areas.
- 4.5.2 Methods for removal of weeds can incorporate one (1) or all three (3) of the following:
 - Hand Removal
 - Cultivation
 - Chemical Eradication
- 4.5.3 All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.

- 4.5.4 Remove or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, parking lots, patios, roadways, slopes, hillsides, bare areas, and undeveloped areas.
 - 4.5.4.1 Flower Beds - No contact weed control chemical may be used in flower beds after they are planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.
- 4.5.5 Contractor shall apply herbicide per manufacturer's recommendation.
- 4.5.6 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied at no additional cost to the County.
- 4.5.7 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the County, shall be made.
- 4.5.8 After complete kill all dead weeds shall be removed from areas.
- 4.5.9 Weed Removal - Frequency:
 - 4.5.9.1 Walkways, beds, planters, and landscapes shall be inspected, spot treated, and weeds removed; once each month.
 - 4.5.9.2 Developed areas of the facility that have become denuded shall be maintained weed free; once each month.
 - 4.5.9.3 Designated areas of a facility that are left in a natural state so that the plant's root systems are utilized to stabilize the soil, may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons; once a month.

4.6 RAKING :

Accumulation of leaves shall be removed from all landscaped areas including but not limited to beds, parking lots, walkways, planters, and turf areas under trees and removed from facility site.

4.6.1 Raking - Frequency

4.6.1.1 Turf under trees; three times per month.

4.6.1.2 Shrub beds and planters; three times per month.

4.7 SHRUB PRUNING AND HEDGE TRIMMING:

4.7.1 Clearance: All trees shall be pruned to maintain a seven (7) foot vertical clearance for all branches over hanging walks and fourteen (14) foot vertical clearance for branches over hanging beyond curb line into the paved section of roadways. Contractor shall prune all plant materials where necessary to maintain safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

4.7.2 All wounds to trees and shrubs one (1) inch in diameter or over shall be painted with an asphaltic base tree paint immediately after pruning.

4.7.3 Designated formal plant materials shall be trimmed to maintain formal hedges and topiary work.

4.7.4 Remove all clippings the same day that plant materials are pruned or trimmed.

4.7.5 Plant ties shall be checked frequently and either retied to prevent girdling or removed along with the stakes when no longer required.

4.7.6 Remove all new growth on trees up to the appropriate height clearances.

- 4.7.6.1 Groundcover: Contractor shall remove all dead, diseased and unsightly branches, vines or other growth. All groundcover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.
- 4.7.6.2 Flower Beds: Contractor shall promptly remove and dispose of any and all diseased plants from all beds. Broken, damaged or unsightly flowers or plant parts are to be removed promptly. With such display type blooms as floribunda roses, dahlias, etc., spent blooms are to be removed regularly when they become unsightly.
- 4.7.6.3 Cultivation: Contractor shall cultivate beds and planter areas once every two (2) weeks or as needed to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken so as not to disturb plant materials, or their roots, in accomplishing this operation.

4.7.7 Shrub Pruning and Hedge Trimming - Frequency:

- 4.7.7.1 Pruning shrubs for safety (vehicular and pedestrian visibility and access); twice a month.
- 4.7.7.2 Formal hedge trimming; once a month.
- 4.7.7.3 Groundcover thinning, once a month.
- 4.7.7.4 Contractor shall prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walk-ways and within planter beds by trimming. Under

no circumstances shall hedge shears be used as a means of pruning trees.

4.8 IRRIGATION/OPERATION AND MAINTENANCE:

- 4.8.1 Since water requirements by plants vary according to the season and a particular year, the Contractor shall pay extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.
- 4.8.2 To provide adequate soil moisture, the Contractor shall consider the soil conditions, humidity, minimizing runoff, and the relationship of conditions which affect day and night watering. This may include day time watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of 12 inches to determine the water penetration by random testing of the root zones.
- 4.8.3 Watering shall be regulated to avoid interference with any use of the roadways, pavements, walks, or areas as designated for scheduled special events.
- 4.8.4 In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the

period of lowest wind velocity which would normally occur at night or early morning hours.

- 4.8.5 Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over-watering and run-off drowning.
- 4.8.6 New turf (up through the sixth mowing) shall be watered immediately after mowing. Well established turf shall not be watered for at least four (4) hours after mowing.
- 4.8.7 All groundcover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over- water in shady areas.
- 4.8.8 Contractor shall be responsible for operation of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested in accordance with the Specifications and frequencies specified herein.
- 4.8.9 Contractor shall ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include but not be limited to the operation, maintenance, adjustment and repair of said systems and their components.
- 4.8.10 The Contractor shall be responsible for the maintenance of the irrigation system by performing the following tasks:
 - 4.8.10.1 Setting, scheduling and monitoring all irrigation controllers.
 - 4.8.10.2 Inspecting and reporting the status of the irrigation system.

- 4.8.10.3 Adjusting and cleaning of sprinkler heads (may require the removal of the sprinkler head for this function).
- 4.8.10.4 Repairing or replacing all sprinkler heads with same type heads when damaged or malfunctioning due to normal wear, unusual failure, vandalism, and third-party negligence.
- 4.8.10.5 Repairing or replacing automatic controllers.
- 4.8.10.6 Providing all P.V.C. schedule 80 nipples, caps, plugs, elbows, couplings, etc., from the laterals to the heads due to normal wear.
- 4.8.10.7 Providing replacements of all risers and swing joints due to normal wear, vandalism and third party negligence.
- 4.8.10.8 Providing 1" x 1" x 1/4" inch angle iron, thirty (30) inches in length for supporting risers on slopes and in beds.
- 4.8.10.9 Providing 1/2" worm drive bands for securing risers to stakes.
- 4.8.10.10 Flushing irrigation pipelines following repairs and replacements.
- 4.8.10.11 Recovering and refastening or removed valve box covers, replacement of valve box covers due to normal wear, vandalism and third party negligence.
- 4.8.10.12 Contractor shall confer with the County Contract Project Monitor regarding the need for replacement or relocation of inoperable sprinkler heads. County may require Contractor, at no additional cost, to exchange operable with inoperable sprinkler head(s) to those areas within the facility identified by the County Contract Project Monitor.
- 4.8.10.13 Locate and inform County Contract Project Monitor of malfunctioning and/or inoperable sprinkler heads. Remove such

- heads and replace same with heads as provided by, and instructed by, the County Contract Project Monitor.
- 4.8.10.14 Following the repair or exchange of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade.
- 4.8.10.15 Repair or replacement of sprinkler heads having a one half (½) inch inlet.
- 4.8.11 County is responsible for the repair and/or replacement of the following items of the irrigation system: quick couplers, pumping systems, automatic controller repairs, remote control valves, gate valves, and backflow devices. The Contractor shall notify County Contract Project Monitor of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment.
- 4.8.12 Replacement of all irrigation components provided by County to Contractor shall be completed within 24 hours upon receiving the component from the County.
- 4.8.13 Complete piping replacement of the irrigation system is not required by Contractor. However, the Contractor shall be responsible for the repair or replacement of leaking main and lateral irrigation lines.
- 4.8.14 Replacement of irrigation components that are identified as the Contractor's responsibility shall be completed within one watering cycle of determining damaged or inoperable irrigation component.
- 4.8.15 Replacements for the irrigation system shall be with originally specified equipment of the same size and quality or substitutes approved by the County Contract Project Monitor prior to any installation thereof.

4.9 IRRIGATION SYSTEM OPERABILITY AND TESTING (Irrigation/Operation and Maintenance):

- 4.9.1 In order to insure the operability of the irrigation system, Contractor shall cycle controller(s) through each station manually and automatically check the function of all facets of the irrigation system and report any damage or incorrect operation to the County Contract Project Monitor.
- 4.9.2 During the testing Contractor shall:
 - 4.9.2.1 Adjust all sprinkler heads for the correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread onto watering of roadways, sidewalks, hard surface areas, and private property.
 - 4.9.2.2 Unplug clogged heads and flush lines to free lines of rocks, mud, and debris.
 - 4.9.2.3 Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.
 - 4.9.2.4 All system malfunctions, damage and obstructions shall be recorded, reported to the County Contract Project Monitor and corrective action taken.
 - 4.9.2.5 In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported.
 - 4.9.2.6 Repair or replace malfunctioning sprinkler heads within one (1) watering cycle.
 - 4.9.2.7 Correct malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification.

4.9.2.8 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County Contract Project Monitor.

4.9.2.9 Flushing of the irrigation lines of grit and gravel shall be done by removing the last head on each lateral and operating the system until those materials are expelled.

4.9.3 Watering and Irrigation System Management - Site Inspection and Reporting

4.9.3.1 Each week a location normally receives service, the Contractor shall check the facility for irrigation system malfunctions and hazards created by the system. A comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This work shall be done by knowledgeable and responsible Contractor employees.

4.9.3.2 The Contractor shall report malfunctions, hazards, and emergencies immediately to the County Contract Project Monitor.

4.9.3.3 If an operation cannot be thoroughly completed within the designated time frame, the County Contract Project Monitor shall be immediately notified through the Contractor's communication network.

4.9.3.4 All Contractor's crews and supervisors working or reviewing a site shall be responsible for reporting malfunctions and mitigating and hazards.

4.9.4 Irrigation System Operability and Testing - Frequency

The Contractor shall provide the following in regards to the operation and maintenance of the irrigation system:

- 4.9.4.1 Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads; once per month or more frequently if problems/conditions indicate a need.
- 4.9.4.2 Adjust and correct for coverage; once per week.
- 4.9.4.3 Repair and/or replace, as determined by the County Contract Project Monitor, damaged or inoperable sprinkler heads and lines; as needed.
- 4.9.4.4 Visual inspection of systems impact on median and checking of valve boxes for safety and security purposes; once per week.
- 4.9.4.5 Flush irrigation pipeline after repair or replacement of irrigation components; as needed.
- 4.9.4.6 If an automatic irrigation system or a portion of a system malfunctions, the Contractor, when authorized by the County, shall be responsible for the manual manipulation of that system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the County Contract Project Monitor may opt to pay the Contractor additionally to continue the manual manipulation, or the County Contract Project Monitor may decide to terminate the supplemental irrigation. Such work shall be considered Other Work and shall be compensated as provided in Section 4.0

(Seasonal/Periodic Landscape Maintenance Services and Other Work), Paragraph 4.11 herein.

4.10 INTERIOR PLANTS:

Contractor shall provide and maintain interior plants specified by County Contract Project Monitor. This includes, but is not limited to, watering, maintaining aesthetic quality, and replacement of plants, as needed or requested by County Contract Project Monitor. Contractor shall provide all materials approved by County Contract Project Monitor required to accommodate interior plants, including but not limited to, pots and protective screens.

5.0 SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

Billing and Payment: For Seasonal/Periodic Landscape Maintenance Services performed under this Contract, Contractor shall prepare a separate billing for Seasonal/Periodic Landscape Maintenance Services performed during the previous calendar month. Payment shall be contingent upon County inspection and approval. Billings shall be in accordance with Exhibit B - Contract Line Item Budget. Reimbursement for Seasonal/Periodic Landscape Maintenance Services shall be made subsequent to receipt of a complete and correct itemized billing, as required by County, in addition to evidence of County pre-approval of services performed.

5.1 Contractor shall notify the County Project Manager a minimum of five (5) business days **prior** to commencement of any Seasonal/Periodic Landscape Maintenance Services (e.g., Disease/Insect Control, Rodent Control, Vertical Mowing, etc.) . County Project Manager shall review on an ongoing basis all Seasonal/Periodic Landscape Maintenance Services to be performed as specified herein. If County Project Manager determines, in his sole judgement, that any frequency of service for Seasonal/Periodic Landscape Maintenance Services is not necessary, the County Project Manager shall notify

Contractor in writing that such particular frequency of service shall not be performed and Contractor shall not perform such frequency of service and shall have no claim whatsoever against County therefore.

- 5.2 Contractor shall maintain copies of all estimates, invoices, receipts, and other records supporting all costs, the number of labor hours charged, and County's pre-approval of work performed. Failure to maintain records to support costs may result in the disallowance of those costs, as determined by County Project Manager.
- 5.3 Any County funds which would have been paid to Contractor pursuant to this Agreement for any such frequency of service which is not performed may, as determined in the sole discretion of County Project Manager, be used for "Other Work", assuming surplus funds from Seasonal/Periodic Landscaping Maintenance Services exist.
- 5.4 Notwithstanding the above written authorization, when a condition exists in which there is imminent danger of injury to the public or damage to property, County Contract Project Monitor may verbally authorize the work to be performed upon receiving a verbal estimate from Contractor. However, within twenty-four (24) hours after receiving verbal authorization, Contractor shall submit a written estimate to County Contract Project Monitor for written approval.

All other work shall commence on the date specified by County Contract Project Monitor and Contractor shall proceed diligently to complete such work within the time allotted.

5.5 VERTICAL MOWING:

- 5.5.1 Contractor shall vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.
- 5.5.2 Care shall be taken to avoid unnecessary or excessive injury to turf grass.
- 5.5.3 Sweep or rake dislodged thatch from turf areas and removed from facility site.
- 5.5.4 Standard renovating or vertical mowing type equipment shall be used.

5.6 FERTILIZATION (Per Application):

- 5.6.1 Application of the fertilizer shall be done in sections determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- 5.6.2 Trees - Contractor shall apply fertilizer within the dripline to provide healthy color. Fertilizer should be inorganic and granular in form with trace elements.
- 5.6.3 Shrubs/Groundcover - Contractor shall apply fertilizer to provide a healthy color in all shrubs. Foliar feeding may be used if applicable. Fertilizer should be inorganic and granular in form with trace elements.
- 5.6.4 Turf - All turf area shall receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.

5.7 TREE CARE/PRUNING:

Contractor shall be responsible for the care and pruning of all trees that currently exist or will exist at the Facility. If Contractor recommends that a particular tree does not require pruning during a contract year, then County Contract Project

Monitor may take that recommendation into consideration. However, if County Contract Project Monitor does not agree with Contractor's recommendation, then Contractor shall prune the tree. Contractor shall prune trees with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearance as follows:

- 5.7.1 All trees shall be trimmed, shaped and thinned. Under no circumstances shall hedge shears be used as a means of pruning trees.
- 5.7.2 All dead and damaged branches and limbs shall be removed at the point of breaking.
- 5.7.3 All trees shall be trimmed to prevent encroachment on private property.
- 5.7.4 All trees shall be pruned to maintain a seven (7) foot vertical clearance for all branches over hanging walks and fourteen (14) foot vertical clearance for branches over hanging beyond curb line into the paved section of roadways. Contractor shall prune all plant materials where necessary to maintain safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- 5.7.5 Pruning Procedures:
 - 5.7.5.1 Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar". If a tree does not

produce this characteristic "collar", then make the cut flush to the limb where it is growing.

5.7.5.2 All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting.

5.7.5.3 All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

5.7.5.4 All cuts exceeding 1 1/2" shall be treated with an appropriate tree heal compound.

5.7.5.5 All equipment utilized shall be clean, sharp and expressly designed for tree pruning.

5.7.5.6 Climbing spurs shall not be used.

5.7.6 Pruning Criteria:

5.7.6.1 The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.

5.7.6.2 All trees shall be pruned for vertical and horizontal clearance. Such clearances are seven (7) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.

5.7.6.3 All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inches or twenty (24) four inch spacing.

- 5.7.6.4 All trees shall be thinned of smaller limbs to distribute the foliage evenly.
- 5.7.6.5 All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
- 5.7.6.6 All suckers and sprouts shall be cut flush with the trunk or limb.
- 5.7.6.7 No stubs will be permitted.
- 5.7.6.8 Contractor shall report to the County Contract Project Monitor all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage.
- 5.7.6.9 Contractor shall place special emphasis upon public safety during pruning operations, particularly when adjacent to roadways and pedestrian areas.
- 5.7.6.10 All trimmings and debris shall be removed and disposed of off-site at the end of day's work.
- 5.7.6.11 All trees which are downed by either natural or unnatural causes, shall be removed and disposed off-site. Where possible, stumps shall be removed to 12 inches below grade and wood chips and hole backfilled to grade.
- 5.7.6.12 In accordance with Fish and Game Code, Section 3503, the Contractor shall not "take, possess, or needlessly destroy the nest eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto." In case

of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5126.

- 5.7.6.13 Palm trees shall not be trimmed during the bird nesting season of April 1 through June 30 unless otherwise approved by the County Contract Project Monitor.

5.7.7 Scheduled Pruning:

- 5.7.7.1 Pruning shall be scheduled and performed during the Fall (October through December) of each contract year.
- 5.7.7.2 All recommended pruning shall be scheduled and performed to all trees on the Facility.
- 5.7.7.3 Pruning schedules shall not exceed two (2) weeks. Extended periods may be allowed at the discretion of the County Contract Project Monitor.
- 5.7.7.4 Rescheduling is at the discretion of the County Contract Project Monitor. County Contract Project Monitor shall notify Contractor at least five (5) working days prior to reschedule pruning.
- 5.7.7.5 All walkways, entrances and exits to buildings shall be clear of debris and accessible to wheelchair and ambulatory traffic in areas where pruning is being performed.
- 5.7.7.6 Parking lots and stalls shall not be blocked without prior arrangements with the County Contract Project Monitor.

5.7.8 Staking and Tying:

5.7.8.1 Contractor shall replace missing or damaged stakes where the tree diameter is less than three (3) inches.

5.7.8.2 Stake in those cases where tree has been damaged and requires staking for support.

5.7.8.3 Stake new trees or recently planted trees which have not previously been staked.

5.7.8.4 Materials: Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon size trees.

5.7.9 Criteria For Staking and Tying:

5.7.9.1 Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree) or will be done per current standards and industry approved practices.

5.7.9.2 Hose for covering wire shall be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured) or will be done per current standards and industry approved practices.

5.7.9.3 Stakes will be placed eight (8) inches from the trunk of the tree.

4.7.9.4 Stakes and ties will be placed so no chafing of bark occurs.

5.7.9.5 Damaged trees shall be staked and tied within twenty-four (24) hours of identification of damage by Contractor or of County or the public's notification to Contractor.

Replacement stakes or new staking shall be completed within five (5) days.

5.8 RODENT CONTROL:

Contractor shall maintain all areas free of rodents including but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, groundcover, trees and irrigation systems.

5.9 TURF RESEEDING:

5.9.1 Contractor shall, in the fall, or as determined by the County Contract Manager, over seed all turf areas after aerification. The Contractor shall aerify, renovate or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of 1/4 inch) in sequence. The County Contract Project Monitor may require the use of sod when deemed necessary. The Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to Contractor negligence.

5.9.2 Areas to be over seeded will be seeded utilizing blends or mixtures at the rate of application as required to maintain a good appearance.

5.9.3 Personnel used for over seeding shall not be part of the Routine Landscape Maintenance Services crew.

- 5.9.4 Contractor shall over seed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality compatible to that of existing turf.

5.10 RENOVATION-TURF:

- 5.10.1 Contractor shall renovate turf to the soil line and remove all excessive thatch.
- 5.10.2 After thatch is removed and upon completion of turf renovation, all turf areas shall be over seeded, mulched and watered.
- 5.10.3 Areas to be over seeded will be seeded utilizing blends or mixtures at the rate application as required to maintain a good appearance.
- 5.10.4 Mulch shall be spread evenly over the entire area to a uniform depth.

5.11 DISEASE/INSECT CONTROL:

- 5.11.1 Contractor shall maintain all landscape areas free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, groundcover and turf.
- 5.11.2 The County Contract Project Monitor shall be notified immediately of any disease, insects or unusual conditions that may develop.
- 5.11.3 A disease control program to prevent all common disease from causing serious damage shall be provided on an as needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

5.12 GENERAL

5.12.1 Plant Materials:

Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of American Association of

Nurserymen as to kind, size, age, etc. Plants of record and specification should be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the County Contract Project Monitor.

5.12.2 Nomenclature: Plant names used in the landscape plan are to conform to the "Standardized Plant Names" by the American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade will be followed.

5.12.3 Quality: Plants shall be sound, healthy, vigorous, free from plant disease, insect pest or their eggs, shall have healthy normal root systems, comply with all State and local regulations governing these matters, and be free from any noxious weeds.

5.12.4 All trees shall be measured six (6) inches above the ground surface.

5.12.5 Where caliper or other dimensions of any plant material are omitted from the "Standardized Plant Name List", it shall be understood that these plant materials shall be normal stock for the type listed, and must be sturdy enough to stand safely without staking.

5.12.6 All shrubs shall be guaranteed to live and remain in healthy condition for no less than 30 days from the date of acceptance of the job by the County Contract Project Monitor.

5.12.7 Shape and Form: Plant materials shall be symmetrical, and/or typical for variety and species and conform to measurements specified in the "Standardized Plant Name List".

5.12.8 All trees permanently damaged by any means will be replaced with the identical species of tree existing previously, unless otherwise notified in writing by the County Contract Project Monitor. Size of the replacement shall be of like size not to exceed twenty-four (24) inch box specimen container size. The need for and the size of replacement will be determined by the County Contract Project Monitor.

5.12.9 All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the County Contract Project Monitor.

5.13 OTHER WORK

County Project Manager may, in his sole discretion, authorize the Contractor to perform landscape-related Other Work, assuming surplus of funds from Seasonal/Periodic Landscaping Maintenance Services Paragraph 4.0 above exist when the need for such work arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence; or when such work is necessary for requested improvements in order to add new, modify existing, or refurbish existing, landscaping and/or irrigation systems.

Any such work not provided for elsewhere in this Agreement and authorized in writing by the Chief Executive Officer and performed by Contractor shall be considered Other Work for which the Contractor shall receive additional compensation.

PRIOR TO PERFORMING ANY OTHER WORK, Contractor shall prepare and submit a written description of the Other Work with an estimate of the cost to complete the work. No work shall commence without the written authorization from the Chief Executive Officer.

The written estimate to perform Other Work shall include: (1) the number of hours to complete the work, (2) the cost for labor based upon the hourly rate listed below (these rates shall include all overhead and profit), and (3) the wholesale cost of materials, if any. In the event Contractor's written estimate is not approved, then County reserves the right to perform such work with County personnel or contract with a third party to perform such work.

Contractor shall maintain copies of all estimates, invoices, receipts, and other records supporting all costs for, and the number of labor hours charged to, approved Other Work. Failure to maintain records to support Other Work costs may result in the disallowance of those costs, as determined by Chief Executive Officer.

Notwithstanding the above written authorization, when a condition exists in which there is imminent danger of injury to the public or damage to property, Chief Executive Officer may verbally authorize the work to be performed upon receiving a verbal estimate from Contractor. However, within twenty-four (24) hours after receiving verbal authorization, Contractor shall submit a written estimate to Chief Executive Officer for written approval.

All Other Work shall commence on the date specified by Chief Executive Officer and Contractor shall proceed diligently to complete such work within the time allotted.

6.0 EQUIPMENT REPLACEMENT

County shall replace, at its expense, any County equipment which existed prior to the commencement of services hereunder and which is damaged or worn out, when it has been determined by County that the repair or further maintenance of such equipment is not economically feasible and it has been determined by County that there has not been any fault or negligence on the part of Contractor. If Contractor is found by County to have been at fault or negligent in the use, care, control and/or maintenance of any such equipment, then Contractor shall pay County for all costs incurred by County, as determined by County, to replace and install such equipment, less normal depreciation on the equipment replaced as determined by County, or County may deduct such costs, less such depreciation, from any amounts due to Contractor from County hereunder.

7.0 ADDITION/DELETION OF SPECIFIC TASKS AND/OR WORK HOURS

7.1 The scope of services to be performed under this Agreement may be reduced with regard to any County facility or portion thereof, upon County's vacating such facility, or portion thereof or, in the alternative reducing services at such facility. County will notify Contractor, in writing, at least five (5) calendar days prior to the effective date of the reduction. Payment adjustments shall be made to reflect such

reduction of services. Such payment adjustments shall be made on a pro-rata basis commensurate with the percentage of reduction of services. County shall determine percentage of reduction.

7.2 The scope of services may also be reduced with regard to the hours and/or days of operation at any County facility covered by the Agreement. Payment adjustments, as applicable, shall be made to reflect such service reduction. Partial month payment will be calculated as follows: monthly cost divided by number of work days in the month times actual days worked.

7.3 For any change which affects the scope of work, or any other term or condition an amendment to the Agreement shall be prepared and executed by the County's Board of Supervisors and Contractor, except for the following:

7.3.1 Director or his authorized designee, is authorized to execute and approve amendments in the form of Change Notices which may delete facilities, hours, staffing or unexpected expenses. Such Change Notice, may result in a Contract Sum decrease, all of which is subject to review and approval by County Counsel, Chief Administrative Office and notification to the Board.

8.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 8.1 Method of monitoring to ensure that Contract requirements are being met;
- 8.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

9.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined herein. All listings of services used in the quality assurance procedures are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this quality assurance plan, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this quality assurance plan which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform with the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.
- Consumer complaints may be used by County as a monitoring method to measure consumer satisfaction with Contractor's services.

This section does not preclude the County's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Paragraph 8.0, Terms and Conditions, Sub-paragraph 8.52, Termination for Convenience.

9.1 Monthly Meetings

Contractor may be required to attend scheduled monthly meetings. Failure to attend will cause an assessment of fifty dollars (\$50.00).

9.2 County Monitoring Checklist (Technical Exhibit 1)

Contractor performance shall be inspected each calendar month. County may use a variety of inspection methods to evaluate Contractor's performance. Methods of monitoring that may be used are one hundred (100) percent inspection of output items for routine landscape maintenance services at randomly sampled times.

Contract Project Monitor shall use a County Monitoring Checklist (similar to *Technical Exhibit 1*) to carry out one hundred (100) percent inspections of Contractor on a random basis. During these inspections, the Contract Program Monitor will complete County Monitoring Checklist on a weekly basis and determine each calendar month if Contractor has achieved at least eighty (80) percent of the total points possible for routine landscape maintenance services performed. The County Monitoring Checklist shall be utilized as described in the following example using the sample Technical Exhibit 1:

- A. The maximum number of points available is 35.
- B. The Acceptable Quality Level (i.e., 35 points x 80%) is 28 points.
- C. Therefore, if Contractor receives an average monthly score of 28 points there will be an Unsatisfactory Performance Deduction of Fifty Dollars (\$50) for each point below the 28. For example, the score indicated on the Sample Monitoring Checklist is 26, therefore since the Contractor's average score for such month does not meet or exceed the AQL of 28

points, Contractor may be subject to a One Hundred Dollar (\$100)

Unsatisfactory Performance Deduction (i.e., 2 points x \$50).

Consumer complaints may be used by the County as a monitoring method to measure consumer satisfaction with the Contractor's services.

9.3 Contract Discrepancy Report (Technical Exhibit 2)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Contract Project Monitor within ten (10) workdays.

9.4 Performance Requirements Summary Chart (Technical Exhibit 3)

A Performance Requirements Summary (PRS) Chart similar to Technical Exhibit 3 shall be submitted along with a formal CDR.

9.5 Criteria For Acceptable and Unacceptable Performance Performance of the listed services to be inspected weekly is considered acceptable when Contractor has achieved at least eighty (80) percent of the total points possible for routine landscape maintenance services performed. When the performance is unacceptable, the Contract Project Monitor shall complete a CDR. The CDR

requires Contractor to explain in writing why performance was unacceptable, how performance shall be returned to an acceptable level, and how recurrence of the problem shall be prevented. Unacceptable service performance may result in Unsatisfactory Performance Deduction(s) as described in Paragraph 9.6 below.

The County Contract Project Monitor shall evaluate Contractor's explanation on the CDR, and if the County Contract Project Monitor determines, in his sole discretion, that the particular defective performance for the particular service was caused by accident, strike, or similar occurrence beyond the control and without the fault or negligence of Contractor, then the County Contract Project Monitor may decline to assess the Unsatisfactory Performance Deduction.

9.6 Unsatisfactory Performance Deductions

A point system shall be used to determine the amount of Unsatisfactory Performance deductions to be assessed when performance is less than the Acceptable Quality Level. The primary method shall be used for determining the monthly level of service provided will be regular inspections utilizing a County Monitoring Checklist. Unsatisfactory performance shall be based upon the overall level of service provided each calendar month. The Acceptable Quality Level for each month shall be eighty (80) percent of the maximum number of points available according to the Monitoring Checklist, and shall be determined by taking the average of Contractor's weekly scores (i.e., adding the weekly Monitoring Checklist scores and dividing the total by the number of Monitoring Checklists for that month). Contractor shall be assessed Fifty Dollars (\$50) for unsatisfactory performance for each point below the Acceptable Quality Level (AQL).

When deficiencies occur, a follow-up inspection will be made at the end of one week. If, upon the follow-up inspection, an overall eighty percent is not achieved, an additional deduction of Fifty Dollars (\$50) shall be assessed. This follow-up inspection and Fifty Dollar (\$50) deduction process shall occur weekly until the deficiencies are corrected as described above. In no case, however, shall the unsatisfactory performance deduction for any individual required service listed in the PRS chart exceed the percentage indicated in the PRS chart.

9.7 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

10.0 DEFINITIONS

Acceptable Quality Level (AQL).

A measure of variance from the standard performance (100%). The AQL represents maximum allowable monthly deviations from the standard before financial deductions are initiated. An AQL does not imply that Contractor may knowingly perform unsatisfactorily. However, County recognizes that less than 100% performance may sometimes occur. Failure to meet the AQL shall result in a deduction from Contractor's monthly reimbursement.

Basic Monthly Charge

The monthly charge per calendar month to County for all routine landscape maintenance services. This charge shall be calculated by dividing Contractor's Annual Fixed Reimbursement Amount by (12) twelve. This monthly charge shall be referred to as the Basic Monthly Charge and may not include adjustments for inflation.

Contract Coordinator

That County officer or employee responsible for coordinating County responsibilities and interfacing with Contractor in the daily performance of the contract. This person might also perform the duties of the QAE.

Contract Discrepancy Report ("CDR")

A report used by Contract Monitors to record discrepancies or problems with a Contractor's performance with provisions of a contract. A copy of the CDR is provided to a Contractor for response and corrective action as necessary.

Quality Assurance Evaluator (QAE)

County officer or employee responsible for County's monitoring of the contract.

Contract Program Monitor

The facility administrative officer or employee responsible for all actions required to monitor any resultant contract, or his/her duly authorized designee. This person might also perform the duties of the QAE.

Contract Manager

Employee of Contractor who is responsible for overall management and coordination of any resultant contract.

Contract Start Date

Date Contractor begins work (start of the basic contract period) in accordance with the terms of any resultant contract.

County Facility

Refers to County facility where services will be rendered.

Director

County's Director of Health Services, or his duly authorized designee.

County Contract Project Monitor/Facility Designee

Facilities' authorized designee, i.e., the facilities' Chief Executive Officer, Medical Center's Administrator, Chief Operating Officer. This person might also perform the duties of the QAE.

Other Work

Work which is requested by the Facility Designee in writing and which arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence, or which consists of requested improvement.

Performance Requirements Summary (PRS)

Identifies certain service indicators of the contract that will be evaluated by County to assure that contract performance standards are met by Contractor.

Quality Assurance Monitoring Plan - (OAMP).

The monitoring plan developed by County, specifically for this contract, to monitor compliance with the contract. Certain elements of the monitoring plan are listed in Technical Exhibit 2.

Quality Control Plan

All necessary measures taken by Contractor to assure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to all requirements set forth in Appendix B (Scope of Work).

Routine Landscape Maintenance Services

Landscape maintenance services which are performed on a regular basis (i.e., mowing, edging, irrigation, etc.).

Seasonal/Periodic Landscape Maintenance Service

Landscape Maintenance services which are performed during a specified time or part of the year (e.g., winter, spring, summer, fall) or which are performed intermittently (e.g., disease control, renovation of turf, and reseeding).

Workday

Throughout this Performance Work Statement, workday means eight (8) hours per day, Monday through Friday or Monday through Saturday, between the hours of 6:00 a.m. and 6:00 p.m., except for County observed Holidays, though Contractor may elect to provide additional coverage, e.g., weekends at no additional cost to the County. Eight (8) hours constitutes a legal days, work.

11.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

11.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract. Specific duties will include:

- 11.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 11.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 11.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.

11.2 Furnished Items

If available, County may provide space for storage at each facility for use by Contractor. Such use shall be only for the purpose of storing equipment and materials required for the performance of services hereunder. Contractor is

prohibited from use of such space for purposes other than for the performance of any resultant contract.

CONTRACTOR

11.3 Project Manager

11.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

11.3.2 Project Manager shall act as a central point of contact with the County. Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.

11.3.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

11.4 Personnel

11.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

11.4.2 All employees hired by Contractor and assigned to a County facility site shall undergo a physical examination at Contractor's expense before

commencing services. Such pre-employment physical examination shall be completed prior to the initiation of employment and shall include at least the following: TB Screening - A two (2) step Mantoux PPD skin test must be initiated if employee is negative by history (pregnancy and BCG vaccination is not a contradiction for PPD skin test). A chest x-ray will be required if the employee is skin-test positive by history.

- **Immunizations**

Each employee shall show proof of current immunizations for the following diseases; measles, mumps, rubella, diphtheria, tetanus, record of varicella (chickenpox) history,(if history is unclear, recommend varicella titer to check immune status).

- **Hepatitis B**

Employee must be offered Hepatitis B vaccine. Employees who decline the vaccine must sign a waiver declining the test for specified reasons. Contractor shall provide employee with post-vaccine lab tests to show evidence of sero-conversion.

- **Annual Physical Examinations**

Employees shall undergo a physical examination annually at the expense of Contractor. The physical examination is to include TB screening and a review of immunizations (if necessary). Contractor shall provide the County Contract Monitor a copy of the results of the physical examinations. Contractor shall provide Administrator with written certification from a licensed medical provider that each of its

employees who performs services hereunder is free from contagious disease, has been immunized against common communicable diseases, and is physically capable to perform such services.

Contractor shall have a plan for post exposure follow up of employees exposed to communicable diseases. The plan must be reviewed and approved by hospital Infection Control.

11.4.3 Medical records shall be made available for review upon the request of Contract Monitor of all staff members excluding persons with developmental disabilities.

11.4.4 All Contractor's Employees on each shift must be able to communicate with their supervisory personnel.

11.4.5 Contractor must provide County contract coordinator or his designee with a current list of employees including supervisors and persons with developmental disabilities providing services at County facilities with each monthly service invoice. This monthly listing should also include the total number of hours worked per employees. Contractor shall provide on a quarterly basis a more detailed listing of all employees including persons with developmental disabilities providing services at County facility which includes name, date of employment, date of birth, current address, phone number and the date of latest physical examination. Contractor must keep this list updated.

11.4.6 The use or possession of alcoholic beverages or illegal drugs by Contractor personnel while at County facilities is strictly prohibited. Any violation shall be cause for immediate removal of the offenders by Contractor from further work at County facilities.

- 11.4.7 Smoking is prohibited in all of County facility buildings, except in the designated areas as approved by County contract coordinator.
- 11.4.8 Contractor's employees may not bring any type of weapons or unlawful goods onto County facilities.
- 11.4.9 During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the facility's rules, regulations, and procedures, including, but not limited to, entry and exit procedures, emergency procedures, and appropriate contacts with patients. Contractor shall instruct such persons who are to provide services on such rules, regulations, and procedures and to maintain records of such instruction. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from County Contract Coordinator or his designee that: (1) any such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. In the event that County Contract Coordinator decides that the corrective action taken by Contractor is not sufficient, then Contractor, at request of Contract Coordinator shall remove or suspend such employee from the provision of services hereunder.

11.5 Uniforms/Identification Badges

- 11.5.1 Contractor employees and persons with developmental disabilities assigned to County facilities shall wear an appropriate uniform at all times. Uniform to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.

11.5.2 Contractor shall furnish and require every on-duty employee including persons with developmental disabilities to wear a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

11.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

11.7 Training

11.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

11.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

11.8 Contractor's Office

11.8.1 Contractor shall maintain an office at some fixed place located in the Los Angeles Metropolitan Area with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt

of the call. Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, County may, after reasonable attempt to notify Contractor, cause such action to be taken by County's work force and shall charge the cost as determined by County thereof against Contractor, or may deduct such cost from any amount due to Contractor from County.

11.8.2 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the non-action. The log of complaints shall be open to the inspection by the County's Facility Designee at all reasonable times.

11.8.3 All complaints shall be abated as soon as possible after notification; but in all cases within twenty-four (24) hours, to the satisfaction of Facility Designee. If any complaint is not abated within twenty-four (24) hours, Facility Designee shall be notified immediately of the reason for not abating the complaint followed by a written report to Facility Designee within five (5) days.

12.0 HOURS/DAY OF WORK

Contractor shall generally provide services between the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday or Monday through Saturday, except for County observed Holidays. Contractor may elect to provide additional coverage at no additional cost to the County. County Project Director will provide the Contractor a list of County-recognized holidays.

13.0 WORK SCHEDULES

13.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within ten (10) days prior to starting work. Said work

schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

- 13.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

14.0 UNSCHEDULED WORK

- 14.1 The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 14.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost in writing. In any case, no unscheduled work shall commence without written authorization.
- 14.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 14.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

14.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

15.0 SPECIFIC WORK REQUIREMENTS

Specific tasks, and how and when they are to be performed are identified herein (Exhibit A, Scope of Work). The listing at the end of this Appendix identifies the areas to be inspected for determining Unsatisfactory Performance Deductions.

15.1 AB939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the Year 2000. According to this mandate, all contractors handling landscape materials for the County shall be required to divert all landscape materials from landfills and co-generation facilities. Landscape materials utilized for co-generation or daily landfill cover may not qualify for diversion credit. Therefore, this may not be an acceptable method of diversion for this material. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable, landscape materials.

The Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor.

In addition, the Contractor shall provide proof of delivery of the material and weight tickets (from an approved public or private scale), or a signed statement of verification that all above AB939 requirements have been met.

15.2 National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

15.3 Signs/Improvements: Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefor is obtained from Facility Designee.

15.4 Safety: Contractor agrees to perform all work required hereunder in such a manner as to meet all acceptable standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL. O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of County, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall identify and immediately correct unsafe conditions on the premises, as well as any unsafe practices occurring thereon. During normal working hours Contractor shall immediately notify the Facility Designee of any emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the premises, including a prompt report thereof to the CEO within five (5) days.

TECHNICAL EXHIBITS

**ROUTINE LANDSCAPE MAINTENANCE SERVICES
CONTRACT DISCREPANCY REPORT (S A M P L E)**

INSPECTION DATE: _____

AREAS INSPECTED: _____

Instructions: Columns A and B list certain required Agreement Services and the service standards to measure performance. Column C contains the maximum number of points that can be earned for each service standard.

County's monitor shall inspect County's landscape areas to be maintained under the Agreement. Enter in Column D the number of points earned that best reflects the quality of completed work for each respective standard.

The maximum number of points that can be earned for all standards is 35; Contractor must earn at least the Acceptable Quality Level(AQL) of 28 points to be in compliance ($AQL = 35 \times 80\% = 28$).

The facility may assess Contractor an Unsatisfactory Performance Deduction, for each point below the AQL.

**ROUTINE LANDSCAPE MAINTENANCE SERVICES
CONTRACT DISCREPANCY REPORT (S A M P L E)**

INSPECTION DATE: _____

AREAS INSPECTED: _____

A.	B.	C.	D.	E.
REQUIRED	SERVICE STANDARD (SS)	MAX.	POINTS	PT.
SERVICE		PTS	EARNED	CRITERIA
Mowing	1. Evenly mowed without scalping;	3	3	ss 1 met
	2. All grass clippings collected and removed on same day; and	1	0	ss 2 met
	3. Walkway cleaned after mowing.	1	1	ss 3 met
		---	---	
	Total	5	4	
Edging	1. Turf edges uniformly edged;	2	2	ss 1 met
	2. Flower beds and ground cover areas are free of grass invasions;	1	0	ss 2 met
	3. Turf around sprinklers, valve boxes, meter boxes trimmed; and			
	4. Grass growth limited to 18 Inches from trunks of trees and shrubs.	1	0	ss 3 met
	Total	1	0	ss 4 met
		---	---	
		5	2	

**ROUTINE LANDSCAPE MAINTENANCE SERVICES
CONTRACT DISCREPANCY REPORT (S A M P L E)**

INSPECTION DATE: _____

AREAS INSPECTED: _____

A.	B.	C.	D.	E.
REQUIRED SERVICE	SERVICE STANDARD (SS)	MAX. PTS	POINTS EARNED	PT. CRITERIA
Litter Control	1. Litter free landscaped areas.	5	4	ss 1 met
	Total	— 5	— 4	
Weed Control	1. Walkways and driveways free from weeds;	2	2	ss 1 met
	2. Parking lots free from weeds; and	1	0	ss 2 met
	3. Planters/flower beds free from weeds.	2	0	ss 3 met
	Total	— 5	— 2	
Raking	1. Turf raked of accumulated leaves;	3	3	ss 1 met
	2. Planters/flower beds raked of accumulated leaves; and	1	0	ss 2 met
	3. Raked leaves removed.			
	Total	1 — 5	1 — 4	ss 3 met

**ROUTINE LANDSCAPE MAINTENANCE SERVICES
CONTRACT DISCREPANCY REPORT (S A M P L E)**

INSPECTION DATE: _____

AREAS INSPECTED: _____

A.	B.	C.	D.	E.
REQUIRED SERVICE	SERVICE STANDARD (SS)	MAX. PTS	POINTS EARNED	PT. CRITERIA
Pruning/ Trimming	1. Seven foot vertical clearance of all branches overhanging walks;	1	1	ss 1 met
	2. 14 foot vertical clearance for branches overhanging beyond roadway curbs;	1	1	ss 2 met
	3. Trimming wounds inch and over painted after trimming;	1	1	
	4. Clippings from pruned/trimmed trees/shrubs are removed when work is completed;	1	1	ss 3 met
	5. Dead, diseased, and unsightly branches, vines, plants or other growth removed.	1	0	ss 4 met
	Total	5	4	ss 5 met

**ROUTINE LANDSCAPE MAINTENANCE SERVICES
CONTRACT DISCREPANCY REPORT (S A M P L E)**

INSPECTION DATE: _____

AREAS INSPECTED: _____

A.	B.	C.	D.	E.
REQUIRED SERVICE	SERVICE STANDARD (SS)	MAX. PTS	POINTS EARNED	PT. CRITERIA
Irrigation/ Operation and Maintenance	1. All landscaped areas properly watered - no dry areas;	2	2	ss 1 met
	2. Irrigation system operational; and	2	1	ss 2 met
	3. No excessive water runoff.	1	1	ss 3 met
	Total	_____ 5	_____ 4	

**ROUTINE LANDSCAPE MAINTENANCE SERVICES
CONTRACT DISCREPANCY REPORT (S A M P L E)**

INSPECTION DATE: _____

AREAS INSPECTED: _____

Instructions: Complete lines 1, 3, and 5 by following the formula outlined in the table below to determine if Contractor's performance is below the AQL and subject to Unsatisfactory performance Deductions.

1	Total Points Earned	26
2	Less: AQL Points	(28)
3	Points Subject To Unsatisfactory Performance Deduction (Line 1 minus Line 2)	2
4	Unsatisfactory Performance Deduction For Each Point Below The AQL	\$50.00
5	Total Dollar Unsatisfactory Performance Deduction Fees (Line 3 Times Line 4)	\$100.00

Note: If calculation of Line 1 minus Line 2 results in a positive number, enter "zero" in Line 3, otherwise enter the negative number.

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:

Signature of County Representative: _____

Date: _____

CONTRACTOR RESPONSE: (Cause and Corrective Action):

Signature of County Representative: _____

Date: _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of County Representative: _____

Date: _____

COUNTY ACTIONS:

CONTRACTOR NOTIFIED OF ACTION:

Signature of County Representative: _____

Date: _____

Signature of County Representative: _____

Date: _____

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART
ROUTINE LANDSCAPE MAINTENANCE SERVICES
SAMPLE

REQUIRED SERVICE	SERVICE INDICATOR	SERVICE STANDARDS	ACCEPTABLE QUALITY LEVEL	COUNTY METHOD OF MONITORING	UNSATISFACTORY PERFORMANCE DEDUCTION FROM BASIC MONTHLY
1. Mowing	Evenly mowed	See Exhibit A (Statement of Work)	*	Periodic 100 percent inspection by use of a Monitoring Checklist; Consumer Complaints	**
2. Edging	Landscaped areas edged	Same as above	*	Same as above	**
3. Litter Control	Litter free landscaped areas	Same as above	*	Same as above	**
4. Weed Control	Weeds eliminated from cultivated and non-cultivated areas	Same as above	*	Same as above	**
5. Raking	Absence of leaves and debris from landscaped areas.	Same as above	*	Same as above	**
6. Pruning/Trimming	Hedges trimmed, trees pruned to appropriate shape and height	Same as above	*	Same as above	**
7. Irrigation/Operation and Maintenance	Properly working irrigation system, no excessive runoff; no dry areas	Same as above	*	Same as above	**

The Acceptable Quality Level of service for each calendar month shall be 80% of the maximum points available per calendar month according to the Monitoring Checklist.

** Contractor may be assessed Fifty Dollars (\$50) for unsatisfactory performance for each point per calendar month below the Acceptable Quality Level.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2000-1

ISSUE DATE: February 22, 2000

EXPIRATION DATE OF DETERMINATION: April 1, 2000~ Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight-Time Hours	Total Hourly Rate	Overtime 1 1/2X Rate
			Pension	Vacation	Holiday	Training			
Imperial	\$5.75	-	-	^a 0.115	0.17	-	8	^b 6.035	^b 8.91
Inyo, Mono and San Bernardino	5.75	-	-	0.30	0.17	-	8	6.22	9.095
Kern	5.75	-	-	^c 0.16	0.17	-	8	^b 6.08	^b 8.955
	10.00	-	-	^d 0.27	0.46	-	8	^b 10.73	^b 15.73
Los Angeles	5.75	0.89	-	^e 0.115	0.14	-	8	6.895	^b 9.77
Orange	5.75	-	-	^f 0.11	0.11	-	8	^b 5.97	^b 8.845
Riverside	5.75	-	-	^g 0.20	0.16	-	8	^b 6.11	^b 8.985
San Diego	5.75	-	-	0.22	0.115	-	8	6.085	8.96
	6.25	-	-	0.24	0.12	-	8	6.61	9.735
San Luis Obispo	7.50	-	-	^k 0.15	0.15	-	8	7.80	11.55
	8.00	-	-	^l 0.16	0.16	-	8	8.32	12.32
Santa Barbara	6.00	-	-	^h 0.12	0.12	-	8	^b 6.24	^b 9.24
	7.00	-	-	ⁱ 0.13	0.13	-	8	^b 7.26	^b 10.76
Ventura	5.75	-	-	0.115	0.16	-	8	6.025	8.90
	7.00	2.97	-	^j 0.19	0.26	-	8	^b 10.42	^b 13.92

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

^a \$0.22 after 3 years of service.

^b Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

^c \$0.31 after 2 years of service.

^d \$0.54 after 2 years of service; \$0.81 after 3 years of service.

^e \$0.24 after 3 years of service; \$0.37 after 7 years of service.

^f \$0.22 after 4 years of service.

^g \$0.40 after 3 years of service.

^h \$0.23 after 2 years of service.

ⁱ \$0.27 after 2 years of service.

^j \$0.38 after 3 years of service.

^k \$0.29 after 2 years of service.

^l \$0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

NOTE: ANY COUNTY OF LOS ANGELES CONTRACTOR SUBMITTING A PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES WHO DOES NOT FALL UNDER THE LIVING WAGE ORDINANCE MUST PAY THEIR EMPLOYEES THE PREVAILING WAGE.

PUBLIC WORKS PAYROLL REPORTING FORM

[illegible]

**CONTRACT LINE ITEM BUDGET FOR LANDSCAPE MAINTENANCE SERVICES
AT HIGH DESERT HEALTH SYSTEM**

Contract Year 1: March 3, 2004 - February 28, 2005

I. DIRECT COST (List each staff classification)

Payroll	# of FTE *	Hourly Rate	Monthly Salary
Irrigation Worker/Supervisor	.9	23.62	354.30
Trainer/Supervisor	.91	11.30	1,785.40
Landscape Worker	2.10	6.75	2,452.27
* FTE Full Time Equivalent Positions			<i>Total Salaries and Wages</i> \$55,103.64

Employee Benefits	No. of Employees	Monthly Cost Per FTE
H&W L/W	3.01	591.66
H&W Irr.Sp.	.9	64.05
Pension IS	.9	83.85
		<i>Total Benefits</i> \$8,898.00

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers')	Monthly Cost Per FTE
FICA	4,896.15
SUI	565.04
Workers Comp	15,872.50
<i>Total Payroll Taxes</i> \$21,333.69	

Insurance (List Type/Coverage. See Contract, Section 8.30, Insurance Coverage Requirements)	
General Liability	3,217.29
Automobile Insurance	1,081.99
Vehicles	2,725.20
Supplies	2,712.60
Telephone/Utilities	604.00
Other (Equipment Rental/Sub-contracting)	1,300.00
<i>Total Insurance/Misc. S&S</i> \$11,641.08	

TOTAL DIRECT COSTS \$96,976.77

II. INDIRECT COSTS

General Accounting	7,037.40
Management Overhead	8,695.13
Gross Profit/Fee	5,223.02
Other (Specify)	0.00
TOTAL INDIRECT COSTS \$20,955.55	

TOTAL DIRECT & INDIRECT COST (AFRA) \$117,932.32

TOTAL MONTHLY COSTS (AFRA/12) \$9,827.69

III. TOTAL MAXIMUM SEASONAL/PERIODIC/OTHER LANDSCAPE MAINTENANCE \$14,980.58

IV. TOTAL MAXIMUM CONTRACT COST PER YEAR \$132,913.00

EMPLOYEE BENEFITS
FOR CONTRACT TERM

Medical Insurance/Health Plan:

Employer Pays \$ n/a Employee Pays \$ n/a Total Mo. Premium \$ n/a

Annual Deductible

Employee \$ n/a Family \$ n/a

Coverage (✓)

..... Hospital Care (In Patient _____ Out Patient _____)
..... X-Ray and Laboratory
..... Surgery
..... Office Visits
..... Pharmacy
..... Maternity
..... Mental Health/Chemical Dependency, In Patient
..... Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ n/a Employee Pays \$ _____ Total Mo. Premium \$ _____

Life Insurance:

Employer Pays \$ n/a Employee Pays \$ _____ Total Mo. Premium \$ _____

Vacation:

Number of Days 10 and

Any increase after 5 years of employment, number of days or hours 15 Days

Sick Leave:

Number of Days 3 and

Any increase after n/a years of employment, number of days or hours n/a

Holidays:

Number of Days 10 per year

Retirement:

Employer Pays \$ n/a Employee Pays \$ _____ Total Premium \$ _____

MODEL CONTRACTOR STAFFING PLAN

[illegible]

HIGH DESERT HEALTH SYSTEM
ROUTINE LANDSCAPE MAINTENANCE SERVICES
STAFFING PATTERN FOR CONTRACT TERM
(HOURS PER CALENDAR MONTH)

	Mowing	Edging	Litter Control	Weed Control	Interior Plants	Raking	Pruning/Trimming	Irrigation Operation & Maintenance	Total Hours Per Month
JAN.	10	8	100	100	0	100	280	5	603
FEB.	10	8	100	100	0	100	280	5	603
MAR.	134	20	100	100	0	100	162	15	631
APR.	160	20	100	135	0	100	40	15	570
MAY	160	20	100	135	0	100	40	20	575
JUN.	160	20	100	135	0	100	40	20	575
JUL.	160	20	100	135	0	100	40	25	580
AUG.	160	20	100	135	0	100	40	20	575
SEPT.	160	20	100	135	0	100	40	20	575
OCT.	134	20	100	135	0	100	40	15	544
NOV.	110	20	100	135	0	100	40	15	520
DEC.	10	8	100	100	0	100	280	5	603

Total Hours Per Calendar Year

6954

Total Hours of Non-Supervisory

4954

Employees Per Calendar Year

Total Hours of Supervisory

2000

Employees Per Calendar Year

DEPARTMENT OF HEALTH SERVICES
SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES
AND OTHER WORK FOR CONTRACT TERM

HIGH DESERT HEALTH SYSTEM

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES				
TASKS	Frequency	Staff Hours Per Frequency	Maximum Total Frequency Cost Per Contract Year	Maximum Total Cost Per Contract Year
Cultivation	6	12	\$164.28	\$985.68
Renovation - Turf	1	14.5	\$1,696.04	\$1,696.04
Turf - Reseeding	1	100	\$4,638.96	\$4,638.96
Shrub/Tree Care/Pruning	2	88.5	\$1,211.32	\$2,422.64
Vertical Mowing	1	99	\$787.12	\$787.12
Fertilization	3	22	\$411.06	\$1,233.18
Disease/Insect Control	1	8	\$306.84	\$306.84
Rodent Control	12	10	\$242.51	\$2,910.12
TOTAL:				\$14,980.58
II. OTHER WORK				
CLASSIFICATION			HOURLY RATE (INCLUDES PROFIT AND OVERHEAD)	
Pest Control Operator			\$47.25	
Irrigation Specialist			\$46.12	
Landscape Maintenance Laborer			\$10.87	

CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

YES

NO

- | | | |
|---|-----|-----|
| 1. Contractor has written policy statement prohibiting discrimination in all phases of employment. | () | () |
| 2. Contractor periodically conducts a self-analysis or utilization analysis of its work force. | () | () |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. | () | () |
| 4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | () | () |

Signature

Date

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____
Landscape Maintenance Services Contract with Desert Haven Enterprises, Inc.

COUNTY PROJECT DIRECTOR:

Name: Beryl Brooks
Title: Administrator
Address: 44900 North 60th Street West, Lancaster, CA.
Telephone: (661) 948-8581
Facsimile: (661) 945-8474
E-Mail Address:

COUNTY PROJECT MANAGER:

Name: Steve Dobbs
Title: Assistant Administrator
Address: 44900 North 60th Street West, Lancaster, CA
Telephone: (661) 948-8581
Facsimile: (661) 945-8474
E-Mail Address:

COUNTY CONTRACT PROJECT MONITOR:

Name: Art Wesley
Title: Contract Project Monitor
Address: 44900 Northh 60th Street West, Lancaster, CA
Telephone: (661) 948-8581
Facsimile: ()
E-Mail Address:

COUNTY CONTRACT BILLING:

Name: Patricia Nielsen/Candy Smith
Attn: Accounting Division
Address: 44900 North 60th Street West, Lancaster, CA
Telephone: (661) 945-8253 or 945-8459
Facsimile: ()
E-Mail Address:

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Desert Haven Enterprises, Inc.

Contract No. _____

CONTRACTOR'S PROJECT MANAGER:

Name:	Robert Carney
Title:	Director of Operations
Address:	43437 Copeland Circle, Lancaster
Telephone:	(661) 948 8402
Facsimile:	(661) 948 1080
E-Mail Address:	RCarneyDHE@aol.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	Jeni Moran
Title:	Executive Director
Address:	43437 Copeland Circle, Lancaster, CA 93535
Telephone:	(661) 948 8402
Facsimile:	(661) 948 1080
E-Mail Address:	JCMoranDHE@aol.com

Name:	Robert Carney
Title:	Director of Operations
Address:	43437 Copeland Circle, Lancaster, CA 93535
Telephone:	(661) 948 8402
Facsimile:	(661) 948 1080
E-Mail Address:	RcarneyDHE@aol.com

Notices to Contractor shall be sent to the following address:

Name:	Jeni Moran
Title:	Executive Director
Address:	43437 Copeland Circle Lancaster, CA 93535
Telephone:	(661) 948 8402
Facsimile:	(661) 948 1080
E-Mail Address:	JCMoranDHE@aol.com

No shame.

No blame.

No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Revised 7/2/2001

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) Desert Haven Enterprises, hereby submit this certification to the (County department) High Desert Health System, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) Desert Haven Enterprises, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address)

43437 Copeland Circle Lancaster, CA 93535

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the CSSD;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 18th day of November 2003 (Month and Year)

at Lancaster, CA (City/State) (661) 948-8402 (Telephone No.)

by: 

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634
Telephone: (323) 832-7277 or (323) 832-7276

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009

FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

Contractor or Association Name as Shown on Bid or Proposal: Desert Haven Enterprises

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: 43437 Copeland Circle Lancaster, CA 93535

Telephone: (661) 948-8402

FAX: (661) 948-1080

County Department Receiving Bid or Proposal: High Desert Health System

Type of Goods or Services To Be Provided: Landscape Maintenance

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

I. ☒ No natural person owns an interest of 10 percent or more in this Contractor.

II. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

Name of Principal Owner

Title

Payment Received
From Contractor

1. _____
2. _____
3. _____

[YES][NO]

[YES][NO]

[YES][NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: Jenni Moran

Date: November 18, 2003

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

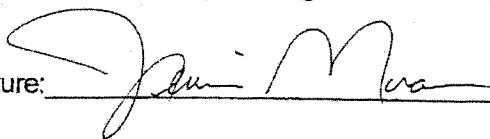
Jenni Moran
(Print Name)

Executive Director
(Title/Position)

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature: _____

A handwritten signature in dark ink, appearing to be "John M. ...", written over a horizontal line.Date: 11-18-03

ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Contractors unable to meet this requirement shall not be considered for contract award.

Contractor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

- A. Contractor has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

____ YES ☒ NO (subject to verification by County)

- B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Contractor is willing to interview qualified GAIN/GROW participants.

☒ YES ____ NO

- C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

____ YES ____ NO ☒ N/A (Program not available)

Contractor Organization: Desert Haven Enterprises

Signature: 

Print Name: Jenni Moran

Title: Executive Director

Date: November 18, 2003

Tel.#: (661)948-8402

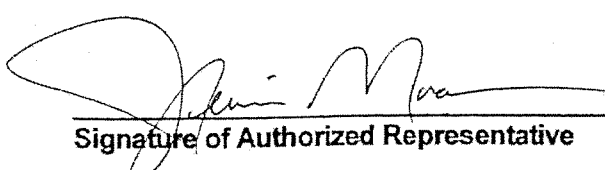
Fax #: (661)948-1080

FEDERALLY FUNDED HEALTH CARE PROGRAM AFFIDAVIT
(NO EXCLUSIONARY ACTION)

Proposer hereby certifies that neither Proposer (name as shown on bid or proposal)

Desert Haven Enterprises

nor any of its staff members are currently barred from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.


Signature of Authorized Representative

November 18, 2003

Date

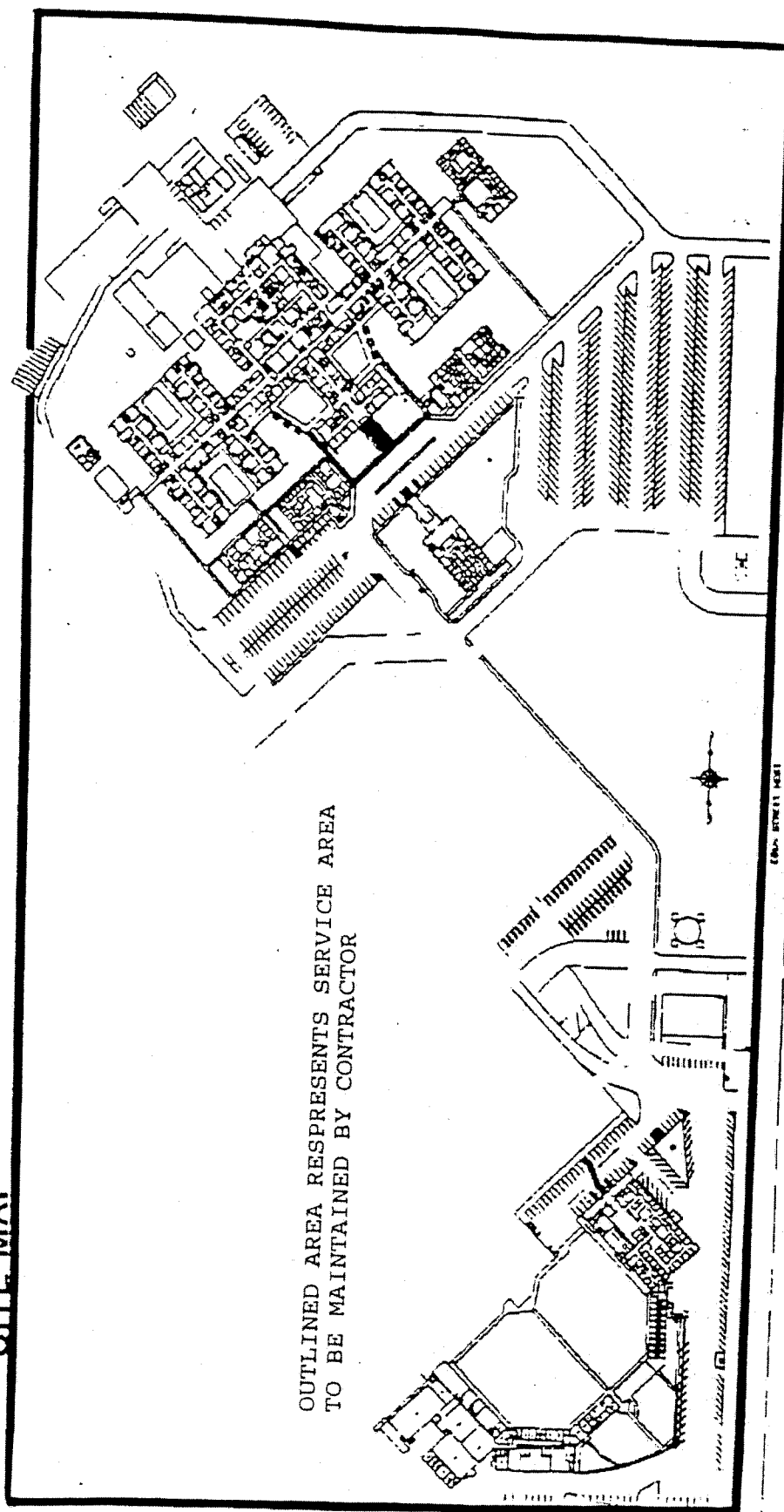
Jenni Moran
Print Name

Executive Director
Title

EQUIPMENT LIST

QUANTITY	TYPE	MAKE	SIZE	FUNCTION
1	Riding Mower	Toro	52"	Mowing
1	Riding Mower	Craftsman	48"	Mowing
1	Walk behind mower	Toro	48"	Mowing
1	Walk behind mower	Toro	32"	Mowing
1	Weed whip	Husqvarna	NA	Weed Whipping
3	Weed whip	Echo	NA	Weed Whipping
1	Edger	Honda	NA	Edging
1	Edger	Craftsman	NA	Edging
1	Hedge trimmer	Echo	NA	Trimming
1	Hedge trimmer	Husqvarna	NA	Trimming
1	Van	Chevy	NA	Transportation
1	Trailer	Spencer	NA	Trans/Equip.
2	Push Mower	Toro	21"	Mowing
2	Blowers	Toro	NA	Blowing
1	Aerater	Craftsman	48"	Aerating

HIGH DESERT HOSPITAL SITE MAP



OUTLINED AREA REPRESENTS SERVICE AREA
TO BE MAINTAINED BY CONTRACTOR

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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- 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

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**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bids) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name: Desert Haven Enterprises		
Company Address: 43437 Copeland Circle		
City: Lancaster	State: CA	Zip Code: 93535
Telephone Number: (661) 948-8402		
Solicitation For (Type of Goods or Services): Landscape Maintenance		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

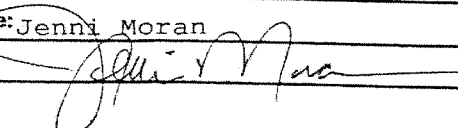
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Jenni Moran	Title: Executive Director
Signature: 	Date: 11/24/03

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____

Print

Copy must be forwarded by CONTRACTOR to County's Chief Administrative Office, Worker's Compensation Division, Claims Section, 2615 South Grand Avenue, Los Angeles, California 90007

DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE

EXHIBIT O

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2.202.010	Finding and declarations
2.202.020	Definitions
2.202.030	Determination of contractor non-responsibility
2.202.040	Debarment of Contractors
2.202.050	Pre-exemption
2.202.060	Severability

2.202.010 Findings and declarations

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county to provide goods to, or perform services for or on behalf of, the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, nonprofit corporations created by the county and any joint powers authorities that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors. (Ord. 2000-0011 § 1 (part), 2000.)

DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
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2.202.030 Determination of contractor non-responsibility

- A. Prior to a contract being awarded by the county, the county may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the county or any other public entity.
- C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.
- D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors

- A. The county may debar a contractor who has an existing contract with the county and/or a contractor who has submitted a bid or proposal for a new contract with the county.

DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
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- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the county; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the Board of Supervisors.
- D. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making any debarment decision. Upon a debarment finding by the board of supervisors, the county shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the county, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)